

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912DW-05-B-0007	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	27 July 2005	1

IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
W912DW-05-C-0017	W68MD9-5181-9608	
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Seattle District, Corps of Engineers ATTN: CENWS-CT-CB PO Box 3755 Seattle, WA 98124-3755	W912DW	Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB Seattle, WA 98124-3755 HAND CARRY: Seattle District Corps of Engineers Contracting Division 4735 East Marginal Way South Seattle, WA 98134-2329
9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Scott Britt	206-764-3517

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

Furnish all labor, materials and equipment and perform all work for Grays Harbor Inner Harbor Maintenance Dredging, FY05/06, Grays Harbor, Washington in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

- Solicitation W912DW-05-B-0007 dated July 27, 2005 with 1 amendment.
- Wage Determination: WA20030002 with 33 modifications.
- Drawings as listed in Section 00800.
- See Page 00010-3 for Alterations to Contract.

NOTE: Award will be made pursuant to the Small Business Competitive Demonstration Program

11. The Contractor shall begin performance within 5 calendar days and complete it within * calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See * Paragraph SC-1, 00800.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?

(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time August 25, 2005 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

Great Lakes Dredge & Dock Company, LLC
2122 York Road
Oak Brook, Illinois 60523
Tax ID No: 20-1354414 DUNS No: 361283844
eMail: sfohara@gldd.com

CODE 4AAF3

FACILITY CODE

15. TELEPHONE NUMBER (Include area code)

630/574-3001 Fax No.: 630/574-1515

16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

See Page 00010-5

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	0001									
DATE	8/19/05									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Steven F. O'Hara, Vice President

20B. SIGNATURE



20C. OFFER DATE

August 25, 2005

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

0001 thru 0007AB

22. AMOUNT

\$4,691,250.00

23. ACCOUNTING AND APPROPRIATION DATA

96X3123000 082433 32303K6194006770 NA 96453

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

United States Army Corps of Engineers Seattle District
ATTN: CENWS-OD
PO Box 3755
Seattle, WA 98124-2255

27. PAYMENT WILL BE MADE BY

US Army Corps of Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-500

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

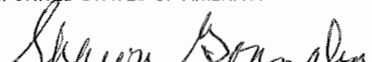
31A. NAME OF CONTRACTING OFFICER (Type or print)

SHARON GONZALEZ

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY 

31C. AWARD DATE

9/7/05

ALTERATIONS IN CONTRACT (FAR 52.252-4) (APR 1984)

PORTIONS OF THIS CONTRACT ARE ALTERED AS FOLLOWS:

1. The sum of \$300,000 changes to \$100,000 in paragraph (b) of SC-5 Continuing Contracts (EFARS 52.232-5001) (MAR 1995).
2. The Contracting Officer Representative (COR) is Robert Parry, 206-764-3400.

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IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

CORPORATE CERTIFICATE

PLEASE SEE ATTACHED
EXTRACT FROM THE RECORD

I, _____, certify that I am the _____
Secretary of the Corporation named as Contractor herein; that _____
who signed this contract on behalf of the Contractor was then _____ of said
corporation; that said contract was duly signed for and on behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.

(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**Great Lakes
Dredge & Dock
Company, LLC**

2122 YORK ROAD
OAK BROOK, IL USA 60523-1981
TEL: 630-574-3000

Contract No. W912DW-05-C-0017

EXTRACT FROM THE RECORDS
OF
GREAT LAKES DREDGE & DOCK COMPANY, LLC

Steven F. O'Hara is hereby authorized to sign all bids, estimates, contracts, contract modifications, payment estimates, payment invoices, final invoices, releases and all other agreements, documents or other forms necessary to secure, perform and finalize contracts and contract modifications, for and on behalf of the Company, together with all bonds and other obligations necessary to secure the performance thereto, and when so signed same shall be in full force and effect and binding upon this Company.

I, LESLIE A. BRAUN, DO HEREBY CERTIFY That I am the Secretary of Great Lakes Dredge & Dock Company, LLC a Delaware limited liability company, and that as such Secretary;

I DO HEREBY FURTHER CERTIFY That the above and foregoing is a true copy of a portion of the minutes of a meeting of the Board of Managers of Great Lakes Dredge & Dock Company, LLC held on the 12th day of July, 2004, that the above resolution now appears of record in the record book of said Company, and has not been in anywise altered, amended or repealed and is now in full force and effect.

Leslie A. Braun

Leslie A. Braun
Secretary

August 2, 2005
Date

Subscribed and sworn to before me
this 2 day of AUGUST, 2005



Lilia Wichert
Notary Public

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SCHEDULE

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Mobilization and Demobilization	1	JOB	L.S.	\$ <u>375,000</u>
0002	Dredging and Disposal of Crossover Reach Dredged Material (Station 795+00 to 862+49):				
0002AA	First 200,000 C.Y.	200,000	C.Y.	\$ <u>3.75</u>	\$ <u>750,000</u>
0002AB	Over 200,000 C.Y.	100,000	C.Y.	\$ <u>1.75</u>	\$ <u>175,000</u>
0003	Dredging and Disposal of North Channel Dredged Material (Station 862+49 to 1005+71):				
0003AA	First 50,000 C.Y.	50,000	C.Y.	\$ <u>4.00</u>	\$ <u>200,000</u>
0003AB	Over 50,000 C.Y.	50,000	C.Y.	\$ <u>4.00</u>	\$ <u>200,000</u>
0004	Dredging and Disposal of Hoquiam Reach Dredged Material (Station 1005+71 to 1156+02):				
0004AA	First 50,000 C.Y.	50,000	C.Y.	\$ <u>3.75</u>	\$ <u>187,500</u>
0004AB	Over 50,000 C.Y.	50,000	C.Y.	\$ <u>3.75</u>	\$ <u>187,500</u>
0005	Dredging and Disposal of Cow Point Dredged Material, including Cow Point Turning Basin (Station 1156+02 to 1251+87):				
0005AA	First 200,000 C.Y.	200,000	C.Y.	\$ <u>3.50</u>	\$ <u>700,000</u>
0005AB	Over 200,000 C.Y.	200,000	C.Y.	\$ <u>3.50</u>	\$ <u>700,000</u>
0006	Dredging and Disposal of Elliott Slough Turning Basin Dredged Material (Station 1381+75 to 1394+37):				
0006AA	First 30,000 C.Y.	30,000	C.Y.	\$ <u>4.75</u>	\$ <u>142,500</u>
0006AB	Over 30,000 C.Y.	5,000	C.Y.	\$ <u>4.75</u>	\$ <u>23,750</u>
0007	Redredging and Disposal in Jan/Feb 06 of Cow Point Reach, including Cow Point Turning Basin (Station 1156+02 to 1251+87):				
0007AA	First 200,000 C.Y.	200,000	C.Y.	\$ <u>4.25</u>	\$ <u>850,000</u>
0007AB	Over 200,000 C.Y.	100,000	C.Y.	\$ <u>2.00</u>	\$ <u>200,000</u>
TOTAL					\$ <u>4,691,250</u>

Quantities are estimated except where shown as "JOB"